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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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BeautyBank Inc.

Plaintiff,

v.

Harvey Prince LLP and Kumar Ramani,

Defendants.
-----x

Civil Action No. 10 CV 955 (DAB)

SDB
10/12/10
**PROPOSED DEFAULT JUDGMENT
AND PERMANENT INJUNCTION**

This matter having been opened to the Court by the Law Offices of Ira S. Sacks LLP, counsel for plaintiff BeautyBank Inc., a Delaware corporation with its principal place of business at 767 Fifth Avenue, New York, New York 10153, on Motion for a Default Judgment pursuant to Federal Rules of Civil Procedure Rule 55(b)(2) against defendant Harvey Prince LLP, a Nevada limited liability partnership which maintains its principal place of business at 269 Alfred Avenue, Englewood Cliffs, New Jersey 07632, and defendant Kumar Ramani, an individual (collectively "Defendants"); and

A Summons and Amended Complaint in this action having been served on Harvey Prince LLP on February 19, 2010 and March 16, 2010, and on Kumar Ramani on March 9, 2010, and Defendants having failed to answer or otherwise move with respect to the Amended Complaint, and their time in which to do so having expired; and

As the Amended Complaint recites, Plaintiff is the owner of a family of numerous registered and common law trademarks using "FLIRT" as all or a significant portion of the mark (the "FLIRT

Trademarks"). The FLIRT Trademarks include, but are not limited to, the following U.S. Trademark

Registrations:

| Trademark | Registration Or Application Number | Registration Date | IC | Goods and Services |
|------------------------------|---|--------------------------|-----------|--|
| FLIRT | 2188598 | September 8, 1998 | 003 | cologne; perfume; body lotion |
| FLIRT | 3086352 | April 25, 2006 | 003 | Cosmetics, namely, lipstick, lip gloss, lip pencils, lip liner, lip balm, lip conditioner, eye pencils, eye liner, eye shadow, mascara, eye brow pencils, foundation make-up, pressed powder, face powder, concealer, rouge, blush, and make-up remover; fragrances for personal use |
| BIG FLIRT | 3110374 | June 27, 2006 | 003 | Cosmetics |
| FLIRT | 3151504 | October 3, 2006 | 003 | Cosmetics; non-medicated skincare preparations |
| FLIRT WITH THE POSSIBILITIES | 3276256 | August 7, 2007 | 044 | Beauty consultation services |
| FLIRTATION | 3286227 | August 28, 2007 | 003 | Eau de parfum; Eau de perfume; Fragrances for personal use; Perfume |
| FLIRT | 3330383 | November 6, 2007 | 044 | Beauty consultation services |
| FLIRTATIOUS! and Design | 3345972 | November 27, 2007 | 003 | Body lotion; Fragrances for personal use; Perfume |
| FLIRT! | 3379306 | February 5, 2008 | 018 | Cosmetic bags sold empty; cosmetic cases sold empty, lipstick cases, toiletry cases sold empty, and vanity cases sold empty |
| FLIRT-TINIS | 3410323 | April 8, 2008 | 003 | Cosmetics |
| FLIRTATIOUS | 3469557 | July 15, 2008 | 003 | Body and beauty care preparations; Cologne; Cosmetics; Fragrances for personal use; Perfume |

Plaintiff having requested entry of default of Defendants on April 9, 2010;

Plaintiff having resolved the issue of a default with Defendant Kumar Ramani, and Defendant Kumar Ramani having answered the Amended Complaint on June 4, 2010; and

This Court having considered the Amended Complaint in this action, the Declaration of Ira S. Sacks supporting Plaintiff's motion for a default judgment, together with the exhibits thereto, and Plaintiff's Memorandum of Law in Support of Motion for Default Judgment, it is hereby

ORDERED, ADJUDGED AND DECREED that Plaintiff's motion for a default judgment against Defendant Harvey Prince LLP is granted, and it is further

ORDERED, ADJUDGED AND DECREED hereby that:

1. Defendant Harvey Prince LLP is found to be liable to the Plaintiff for (a) trademark infringement in violation of 15 U.S.C. § 1114; (b) false or misleading designations of origin and/or the making of false or misleading representation of fact in violation of 15 U.S.C. § 1125(a); (c) trademark dilution in violation of 15 U.S.C. § 1125(c); (d) false advertising in violation of 15 U.S.C. § 1125(a); (e) infringing Plaintiff's FLIRT Trademarks and unfair competition in violation of the common law of the State of New York; (f) deceptive acts and practices in violation of the laws of the State of New York, including N.Y. G.B.L. § 349; and (g) injuring Plaintiff's public image and business reputation and/or diluting the distinctive quality of the FLIRT Trademarks in violation the laws of the State of New York, including N.Y. G.B.L. § 360-l.

2. Defendant Harvey Prince LLP is permanently enjoined, together with its officers, directors, principals, servants, employees, successors and assigns, and all those in active concert or participation with it, from:

- a) imitating, copying or making unauthorized use of the FLIRT Trademarks;
- b) manufacturing, importing, exporting, distributing, circulating, selling, offering for sale, advertising, promoting or displaying the EAU FLIRT perfume or any other products bearing

any unauthorized reproduction, counterfeit, copy or colorable imitation of the FLIRT Trademarks, either individually or in conjunction with other words, marks or designs;

c) using any mark confusingly similar to any of the FLIRT Trademarks in connection with the manufacture, promotion, advertisement, display, sale, offering for sale, production, import, export, circulation or distribution of any product in such manner as to relate or connect, or tend to relate or connect, such product in any way with BeautyBank or to any goods sold, sponsored, approved by, or connected with BeautyBank;

d) engaging in any other activity constituting unfair competition with BeautyBank, or constituting an infringement of any of the FLIRT Trademarks or BeautyBank's rights in, or its rights to use or exploit such trademarks, or the reputation and the goodwill associated with the FLIRT Trademarks;

e) making any statement or representation whatsoever, with respect to the EAU FLIRT perfume that falsely designates BeautyBank as the origin of the goods, or that is false or misleading with respect to BeautyBank; and

f) engaging in any other activity, including the effectuation of assignments or transfers of their interests in marks confusingly similar to the FLIRT Trademarks, the formation of other corporations, partnerships, associations or other entities or the utilization of any other devices, for the purpose of circumventing, evading, avoiding or otherwise violating the prohibitions set forth in subsections 2(a) through 2(e) above.


ORDERED, ADJUDGED AND DECREED that an inquest be conducted to determine (i) the damages which Defendant Harvey Prince LLP must pay to Plaintiff, and (ii) the amount of

Defendant Harvey Prince LLP's profits which Defendant Harvey Prince LLP must disgorge to

Plaintiff, plus reasonable attorney's fees and the costs of this action.

The clerk of the court is hereby directed to enter this default judgment without further action
by the Court.

Dated: New York, New York
June __, 2010


U.S.D.J. 10/12/10

This document was entered
on the docket on _____